

## SERVICE AGREEMENT

THIS Service Agreement (the "Agreement") is made on this \_\_\_\_ day of \_\_\_\_\_, 2014, by the COUNTY OF SAN LUIS OBISPO ("COUNTY") and THE LAND CONSERVANCY OF SAN LUIS OBISPO COUNTY ("LAND CONSERVANCY") who are collectively referred to as the "Parties".

### RECITALS

**WHEREAS**, COUNTY has granted a Conservation Easement to the LAND CONSERVANCY which was recorded as Document No. 2012071131 on December 5, 2012 in the office of the County Recorder. The Conservation Easement is over property which comprises, in part, the "Rancho Nipomo Historic Site" located in the County of San Luis Obispo, California (the "Property" ); and

**WHEREAS**, COUNTY and LAND CONSERVANCY desire to ensure the conservation of the Property in order to protect the scenic, open space, biological, historical and passive recreational values of the Property; and

**WHEREAS**, LAND CONSERVANCY, in consideration of the perpetual obligations and duties associated with its acceptance of the Conservation Easement, requests from COUNTY a one-time, lump sum payment in order to support the long-term administration of the Conservation Easement; and

**WHEREAS**, COUNTY is willing to provide the funds requested for LAND CONSERVANCY to carry out its obligations and duties; and

**NOW, THEREFORE**, in consideration of the promises herein and the mutual benefits accruing to the Parties, and to the general public from the conservation of the Property contemplated herein, COUNTY and LAND CONSERVANCY hereby agree as follows:

- A. The Recitals herein are incorporated into and made a part of this Agreement.
- B. In consideration of the COUNTY's one-time payment to LAND CONSERVANCY in the amount of \$10,000.00 the LAND CONSERVANCY does hereby agree that it is obliged to provide the following services in perpetuity over the life of the Conservation Easement:
  - 1. Conduct an annual qualitative assessment of the condition of the Property in regards to meeting the goals of the Conservation Easement.
  - 2. Prepare an annual report to the COUNTY regarding the results of the annual assessment and identifying any concerns regarding the short or long term management of the Property.
  - 3. Notify the COUNTY at any time there are questions or concerns regarding the preservation of the oak woodland habitat on the Property or the short or long term management of the Property.

C. The LAND CONSERVANCY shall only use the aforementioned \$10,000 for the purposes described above. The LAND CONSERVANCY shall place the funds in a restricted account for use only in accordance with Generally Accepted Accounting Principles (GAAP) for the stewardship of the Conservation Easement held by LAND CONSERVANCY, and any earnings shall be applied for the same purposes as the principal.

D. The COUNTY shall pay the aforementioned sum of \$10,000 to the LAND CONSERVANCY on or before July 1, 2014. Unless the LAND CONSERVANCY provides the COUNTY with written notice by September 1, 2014 that it has not been properly paid under this Agreement, the LAND CONSERVANCY shall be deemed to have been fully paid the consideration owed under this Agreement.

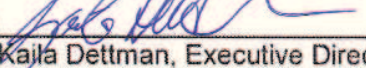
E. If, at any time in the future, LAND CONSERVANCY transfers or assigns its interest in the Conservation Easement encumbering the Property to another party pursuant to the terms of the Conservation Easement, then LAND CONSERVANCY shall also transfer or assign all of the funds, or whatever portion of the funds remain at that time, to the successor party and shall also cause that party to be bound by the terms and conditions of this agreement.

IN WITNESS WHEREOF, the Parties have executed the foregoing as of the date year first above written.

COUNTY OF SAN LUIS OBISPO:

THE LAND CONSERVANCY  
OF SAN LUIS OBISPO COUNTY:

By: \_\_\_\_\_  
Chairperson of the Board of Supervisors

By:   
Kaila Dettman, Executive Director

Date: \_\_\_\_\_

Approved by the Board of Supervisors this  
\_\_\_\_\_ day of \_\_\_\_\_, 2014.


Date: 5/12/14

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGAL EFFECT:

County Counsel

By:   
Deputy County Counsel

Date: 5/7/14

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